

ORIGINAL

AGREEMENT FOR SERVICES #233-S1110 AMENDMENT I

This Amendment I to that Agreement for Services #233-S1110, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Youth & Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1021 Fremont Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "Program Therapist(s)" for on-site counseling services in accordance with Agreement for Services #233-S1110, dated December 11, 2010, and Amendment I, effective date of execution, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of services, hereby amending **ARTICLE I, Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to increase the term of said Agreement, hereby amending **ARTICLE II, Term**; and

WHEREAS, the parties hereto have mutually agreed to increase the not to exceed total amount of this agreement hereby amending **ARTICLE III, Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #233-S1110 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish "Program Therapist(s)," preferably drug and alcohol certified, to provide on-site counseling services and support to the Challenge Program and Substance Abuse Turnaround Education Program (STEP) operated by the Probation Department, at the Juvenile Treatment Center in South Lake Tahoe.

Counseling services provided by the Program Therapist(s) will include individual and group counseling, family reunification services, Lifeskills, drug and alcohol counseling, and anger management as coordinated by the Juvenile Treatment Center Treatment Coordinator.

Counseling services provided by the Program Therapist(s) will be assigned a flexible schedule approved by the Executive Director in conjunction with the Juvenile Treatment Center Superintendent, in order to be available for evening hour counseling sessions and group counseling programs. Total monthly invoiced hours shall not exceed an average of approximately 8 hours per weekday, per calendar month (e.g. # of weekdays in calendar month x 8 hours = monthly invoiced total). Invoices in excess of this average require written approval of Chief Probation Officer or designee. The County reserves the right to increase or decrease the Program Therapist hours as necessary, by giving 30 days-notice in accordance with **ARTICLE XI, Notice to Parties**.

County shall pay Contractor an hourly rate for both actual hours worked at the Juvenile Treatment Center, designated as "JTC" hours; and up to, but not exceeding, three (3) hours each calendar week, for related staff meetings and clinical supervision services, designated as "RS" hours, the assigned Program Therapist(s) will be attending at the Contractor's facility. Program Therapist(s) hours shall be coded on invoices and backup documents as either "JTC" or "RS" hours.

County shall provide access to office space; equipment to include phone use, copy machine, fax and computer access at the Juvenile Treatment Center for services use related to the Challenge Program.

All other counseling services provided by contractor at their office, to include aftercare services supporting the Challenge Program, will be provided by contractor with non-Probation Department funding sources and will not be billed to funding under this Agreement. No Contractor "crisis line" services will be billed to funding under this Agreement.

ARTICLE II

Term: This First Amendment to Agreement #233-S1110 shall become effective upon final execution by both parties hereto and shall increase the term of this agreement by one additional year, expiring June 30, 2013.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered, and containing all data specified herein below. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services." Failure to submit invoices by the 15th of the month following the end of a service month, or failure to submit invoices with all required data shall result in a significant delay in reimbursement. Following fiscal year end (June 30, 2011, 2012, and 2013) all invoices for months within the fiscal year ending must be received by County no later than July 15 for payment processing.

Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor's name, address, and phone number
- Invoice number
- Date of Invoice
- Balance forward: including outstanding balance (amount with the invoice number and date), and payments received (amount, invoice number and date)
- Current monthly billing details should include:
 - Service date(s)
 - Monthly total of billable hours (coded JTC and RS)
 - Billing rate
- Contractor's signature and date, confirming fees charged and verifying that all information on the invoice is valid and correct.
- Signature line for Contract Administrator, or designee, and date, verifying services and hours provided are in accordance with "Scope of Services."
- Included with each monthly invoice, Contractor shall provide a document with details of invoiced hours to include: Therapist name, date, number of hours worked, and related code. This document shall balance to the corresponding month's invoice and shall reflect actual hours worked by Program Therapist(s). Coding: Program Therapist's hours, as coordinated by the Juvenile Treatment Center Treatment Superintendent, are to be coded "JTC;" and hours worked for related staff meetings and clinical supervision services, coded as "RS."

This First Amendment to Agreement #233-S1110 shall establish the billing rate at \$33.75 per hour, including all costs and overhead; and increase the not to exceed total by an additional \$73,000.00; upon execution the total amount of this Agreement shall not exceed \$131,000.00.

Except as herein amended, all other parts and sections of that Agreement #233-S1110 shall remain unchanged and in full force and effect.

Requesting Contract Administrator, or successor, Concurrence:

By:  Dated: 4-16-12

Stephen Heggen
Deputy Chief Probation Officer/Superintendent of the Juvenile Treatment Center
Probation Department

Requesting Department Head, or successor, Concurrence:

By:  Dated: 4-17-12

Gregory S. Sly
Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #233-S1110 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John R. Knight, Chair
Board of Supervisors
County of El Dorado


ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____

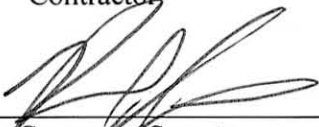
Deputy Clerk

-- CONTRACTOR --

Tahoe Youth and Family Services
A California Corporation

By: 
Alissa R. Nourse
"Contractor"

Dated: 4-13-12

By: 
Corporate Secretary

Dated: 4/18/12